

ONEphone Terms of Service

Introduction

- A. You wish to access ONEtelecom's Home Phone service as advertised or viewed at www.onetelecom.com.au ("**Service**").
- B. ONEtelecom agrees to provide the Service to you on the terms and conditions outlined in this Agreement or as varied by notice from time to time and set out at the following Internet address www.onetelecom.com.au/terms ("**Terms and Conditions**").
- C. You acknowledge that your Application for Home Phone services from ONEtelecom and the physical activation of those services as detailed in the application, bind you to ONEtelecom's Terms and Conditions for home phone connection.

1. Application

These terms apply to all fixed line telephony services we provide, and form part of Wholesale Agreement contract with you. They must be read in conjunction with set Wholesale Telephony Agreement.

2. General terms

We:

- 2.1. need not provide telecommunication services to you until we have received your authorisation;
- 2.2. will provide telecommunication services contained in the verification email we send to you, unless you tell us otherwise, before we enable the telecommunication service.

3. Transfers

- 3.1. Where you wish to transfer a telecommunication service to us from another supplier, and we agree, we do so subject to:
 - 3.1.1. the connection / transfer requirements for those services;
 - 3.1.2. your eligibility for those services;
 - 3.1.3. the availability of those (goods or) services;
 - 3.1.4. you meeting our credit management requirements;
 - 3.1.5. you paying any associated fees including any fees that are charged to us by your existing supplier or by our wholesaler.
- 3.2. Where you wish to transfer a telecommunication service from us to another supplier:
 - 3.2.1. it is your responsibility to arrange the transfer with the new supplier;
 - 3.2.2. you remain responsible for all charges payable under your customer contract including usage charges until the transfer actually takes place;
 - 3.2.3. you must pay all our outstanding fees and charges immediately, and the accrued fees and charges immediately upon invoice.

4. Ordering and provisioning

- 4.1. This clause 4 applies to ordering and provisioning for new telecommunication services.
- 4.2. For the purpose of these service terms, 'new telecommunication service' includes a telecommunication service transferred from another Supplier.
- 4.3. Where we agree to provide telecommunication services to you, we do so subject to availability of the telecommunication services to the customer premises.
- 4.4. Where we arrange a date for provisioning of a telecommunication service, we may change this date:
 - 4.4.1. if you ask for a later date, or ask for provisioning to be deferred; or
 - 4.4.2. where our wholesaler requests it; or
 - 4.4.3. where the works required to provision the telecommunication services are complex and require technical design and planning.

5. Obligations

- 5.1. You must:
 - 5.1.1. not re-supply, re-sell or provide our telecommunication services to another party without our consent;
 - 5.1.2. notify us immediately if the telecommunication services are defective;
 - 5.1.3. not use telecommunication services for an unlawful purpose;
 - 5.1.4. not use or connect any equipment on telecommunication services unless it is approved:
 - 5.1.4.1. by the Australian Communication Authority and bears their approval logo; and
 - 5.1.4.2. by us;
 - 5.1.5. pay for any works which our wholesaler needs to carry out to enable the telecommunication services to the customer premises;
 - 5.1.6. provide us with any information (including copies of documents) we reasonably require;
 - 5.1.7. provide us with reasonable access to the customer premises where you wish to enable or rectify a telecommunication service.

6. Cooling off

- 6.1. If you are entitled to a cooling off period under the law, and you wish to exercise it then you must do so in writing within the period allowed by law.
- 6.2. If you cancel a customer contract within the cooling off period in accordance with this clause 6 then:
 - 6.2.1. you must immediately at your cost return any goods, that we may have given you; and
 - 6.2.2. we will repay any money you have paid us, provided you have first returned any goods that we gave you with respect to a telecommunication service (whether on its own or part of a bundle).

7. Caller line identification

- 7.1. Your caller line identification will be visible to us when you call us, even if it is blocked.
- 7.2. Unless you have requested that we do not disclose your caller line identification information, it may be disclosed to all parties that you call using a telecommunication service that we provide.

8. Acknowledgments

You acknowledge that:

- 8.1. by requesting us to transfer a telecommunication service, we will be transferring it from your existing supplier to us;
- 8.2. the transfer of a telecommunication service is subject to the standard terms and conditions of service.
- 8.3. you are aware of our identity and address;
- 8.4. where you transfer a telecommunication service to us, there may be consequences for you, and that it is your responsibility to check the terms and conditions of your existing contracts with suppliers;
- 8.5. a transfer of a telecommunication service does not occur instantly, and that you are still responsible for all charges incurred to your existing supplier until the transfer takes place;
- 8.6. you are responsible for all charges incurred on your telecommunication service, whether or not you use that service;
- 8.7. we cannot guarantee telecommunication services will be connected within the time we indicate to you;
- 8.8. where you lodge a fault report and fail to provide all of the information we require, or you provide incorrect information, then it may delay rectification;

9. Warranties

You warrant that:

- 9.1. you are fully authorised to request us to transfer, change or connect telecommunication services;
- 9.2. you are not under any legal disability which may prohibit you from requesting telecommunication services;
- 9.3. the information you have provided us in your application for service is true and correct in every particular;
- 9.4. you will do all that we reasonably require you to do, in order for us to provide you with the telecommunication services.

10. Service standards

- 10.1. We will comply with performance standards which are made by the Australian Communications Authority under Part 5 of the Telecommunications Act 1997, which relate to the telecommunication services that we provide, or offer to supply you.
- 10.2. If we breach any applicable performance standards we do not admit liability by agreeing to pay damages in accordance with clause 10.3.

- 10.3. We may pay a credit, for breach of a performance standard:
- 10.3.1. by applying the credit to your account, where we are required to pay for breach of a performance standard under Part 5 of the Telecommunications Act 1997; or
 - 10.3.2. in any way we decide, and you agree to any method of payment that we propose;
 - 10.3.3. within 14 weeks of the time we agree to pay damages (or such other period required by law).
- 10.4. To the extent permitted by law, we are not liable to pay damages for breach of a performance standard where the breach was caused by:
- 10.4.1. any act or omission of yours which prevented us meeting the performance standards² or the consequences of a force majeure; or
 - 10.4.2. any matter contained in clause 4.3 and 8.1.9; or
 - 10.4.3. you change an order for voice services.
- 10.5. Time for rectification of your fault commences the next business day after we log the fault report with our wholesaler.
- 10.6. Time for connection of telecommunication services commences the next business day after we provide the request to our wholesaler.
- 10.7. From time to time we, along with our wholesalers publish details of service disruptions, where we provide you with telecommunication services details of service disruptions will be emailed to you or published on our website
- 10.8. Where details of service disruptions are published under clause 10.7, we claim an exemption (where permitted by law) from payment under the performance standards.

11. Fault and service difficulties

- 11.1. You may lodge a fault report with us:
- 11.1.1. at anytime, but if you do so after 5:00pm or on a day which is not a business day, then the fault report is deemed to be lodged on the next business day;
 - 11.1.2. and when you do so you must provide us with all of the information we require to process a fault report.
- 11.2. Where you lodge a fault report, and after investigation it is found that the fault is caused by your equipment (and that equipment is not provided under a customer contract with us and its warranty has expired) then we may charge you a fee.

12. Call barring

- 12.1. Where you fail to pay us money by its due date, we may impose barring or temporary disconnection on your telecommunication services.
- 12.2. You may request that we apply barring to your telecommunication service.
- 12.3. Telephone numbers prefixed with '1900' are barred unless you request that they become accessible and we agree.

13. Disconnections

We will disconnect a telecommunication service where:

- 13.1. your customer contract is terminated;
- 13.2. you have failed to pay us money when it is due; or
- 13.3. you transfer that telecommunication service to another supplier.

14. Event of default

In addition to any other event that is deemed to be a default under your customer contract with us, you will be in default of your customer contract if:

- 14.1. you use a telecommunication service for an unlawful purpose;
- 14.2. you fail to make a payment due under your customer contract;

15. Definitions

For the purpose of these servicey terms words have the following meanings:

Customer premises: the physical location at which you would like to enable a telecommunication service

Telecommunication service: as defined by the Telecommunications Act 1997 but limited to the services that we provide or offer to provide

Verification email: the welcome email we send you when you apply for a new telecommunication service which verifies your order

Wholesaler: any wholesaler whose telecommunications services we sell, and includes third party carriers who provide these services to our wholesaler